A Scottish Charitable Incorporated Organisation
in terms of the
Charities and Trustee Investment (Scotland) Act 2005

CONSTITUTION

of

Chris Mitchell Foundation

established on 6th March 2017

Scottish Charity Number SC047221

J. & H. Mitchell, W.S.
Pitlochry and Aberfeldy

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Constitution

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1 NAME AND PRINCIPAL OFFICE

1.1 The name of the Scottish Charitable Incorporated Organisation is "Chris Mitchell Foundation" ("the SCIO").

1.2 The Principal Office of the SCIO is situated in Scotland.

2 DEFINITIONS

2.1 The definitions and meanings specified in this Clause shall apply throughout this Constitution and any Schedule hereto, as follows:

WORDS	MEANINGS
AMM	– the Annual Members' Meeting.
Applicants	– those first members of the SCIO who are the individuals who make the Application to OSCR under section 54(1) of the Charities Act.
Board	– the Board of Trustees.
Charitable Purposes	– as described in Clause 3 on the basis that these fall within section 7 of the Charities Act and are also regarded as charitable in relation to the application of the Taxes Acts.
Charities Act	– the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
charity	– a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.
Clause(s)	– Clause(s) of this Constitution
Constitution	– this Constitution, and any ancillary regulations thereunder, in force from time to time.

EMM	–	an Extraordinary Members' Meeting, and any Members' Meeting which is not an AMM.
in writing	–	written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible and non-transitory (albeit electronically-based) form.
members	–	all members of the SCIO.
month	–	calendar month.
organisation	–	any body corporate, unincorporated association, society, federation, authority, agency, union, co-operative, trust, partnership or other organisation (not being an individual person).
OSCR	–	the Office of the Scottish Charity Regulator.
property	–	any property, assets or rights, heritable or moveable, wherever situated in the world.
SCIO	–	Chris Mitchell Foundation
Trustee(s)	–	the Charity Trustees for the time being of the SCIO.

2.2 Words importing the singular number only shall include the plural number, and *vice versa*.

2.3 Words importing the masculine gender only shall include the feminine gender.

2.4 Any words or expressions defined in the Charities Act shall, if not inconsistent with the subject or context, bear the same meanings in the Constitution.

2.5 Any Schedule to this Constitution is deemed to form an integral part hereof.

3 CHARITABLE PURPOSES and POWERS

3.1 The Charitable Purposes of the SCIO ("the Charitable Purposes") are to develop and promote services and support to players, ex-players and staff connected to professional Scottish football clubs, to include those clubs within the Scottish Professional Football League, the Scottish Highland League, the Scottish Lowland League, the Scottish Women's Premier League and associated youth academies, who are suffering from poor mental health, both on its own and working collaboratively with others, to include:-

3.1.1 analysing and raising awareness about relevant services and support which already exist within Scottish football;

3.1.2 researching and exploring new ways of developing such services and support; and

3.1.3 encouraging and advancing education and understanding of mental health and wellbeing within Scottish professional football.

3.2 In terms of section 50(5) of the Charities Act, the SCIO shall have power to do anything which is calculated to further the Charitable Purposes or is conducive or incidental to doing so. Without prejudice to the foregoing generality, the SCIO shall also have the powers, only in furtherance of its Charitable Purposes, as expressed in the Schedule annexed to the Constitution.

4 GENERAL STRUCTURE OF THE SCIO

The structure of the SCIO comprises:

4.1 **Members** - who are the Trustees from time to time, who have the right to attend the AMM (and any Members' Meeting) and have important powers under this Constitution and the Charities Act, particularly in taking decisions in relation to any changes to this Constitution; and

4.2 **Trustees** - who hold regular meetings between each AMM, set the strategy and policy of the SCIO, generally control and supervise the activities of the SCIO and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the SCIO.

5 MEMBERSHIP

5.1 Members and Register of Members

5.1.1 The first members of the SCIO shall be the Applicants.

5.1.2 The members of the SCIO shall be the Trustees for the time being, on the basis that a new Trustee shall automatically become a member on becoming a Trustee and shall automatically cease to be a member on ceasing to be a Trustee for whatever reason.

5.1.3 As the Trustees for the time being are the members, the Register of Members will be the same as the Register of Trustees, with all details recorded therein as required for both a Register of Members and a Register of Trustees.

5.2 Employees

Employees of the SCIO shall not be eligible for membership. A person who becomes an employee of the SCIO after admission to membership shall automatically cease to be a member (and a Trustee).

5.3 The liability of members of the SCIO is limited and, upon the winding-up of the SCIO, the terms of Clause 19.5 apply.

6 MEMBERS' MEETINGS

6.1 Convening an AMM

6.1.1 The Board shall convene an AMM at least once in every fifteen month period.

6.1.2 The AMM does not need to be held exclusively in one place, provided that, where two or more members are not in the same place as each other, they are all able to communicate together and vote thereat.

6.2 AMM Agenda

The business of each AMM may include:

6.2.1 the report by the Chairman on the activities of the SCIO;

6.2.2 the election of Trustees (where relevant);

6.2.3 the fixing of annual subscriptions;

6.2.4 the report of the independent financial examiner;
6.2.5 receiving the annual accounts of the SCIO; and
6.2.6 the appointment of the independent financial examiner.

6.3 **Convening an EMM**

6.3.1 Any three or more Trustees may convene an EMM whenever they think fit.
6.3.2 Any such meeting convened in terms of this Clause shall not be an AMM.

6.4 **Notice of Members' Meetings**

6.4.1 At least 10 clear days' notice shall be given of every AMM and EMM.
6.4.2 The notice shall specify the place, the day and the hour of meeting and, in the case of special business, the specific nature of that business.
6.4.3 The notice shall be sent, in the manner specified in Clause 16, to all members and to such persons or organisations as are under this Constitution entitled to receive such notices.
6.4.4 The accidental omission to give notice of a Members' Meeting to, or the non-receipt of such notice by, any members, persons or organisations entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any AMM or EMM.

6.5 **Chairman of Members' Meetings**

The Chairman of the SCIO, whom failing the Vice-Chairman of the SCIO (if any), shall act as chairman of each Members' Meeting. If neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time at which the Members' Meeting in question was due to commence, the Trustees present shall elect from among themselves the Trustee who will act as chairman of that meeting.

6.6 **Quorum at Members' Meetings**

6.6.1 The quorum for a Members' Meeting shall be 50% of the members, present in person in terms of Clause 6.8. No business shall be dealt with at any Members' Meeting, other than the appointment of the chairman of the meeting in terms of Clause 6.5, unless a quorum is present.
6.6.2 If a quorum is not present within 15 minutes after the time at which the Members' Meeting was due to commence - or if, during a Members' Meeting, a quorum ceases to be present - the Members' Meeting shall stand adjourned to such time and place as may be fixed by the chairman of the meeting.

6.7 **Voting at Members' Meetings – General Provisions**

6.7.1 The chairman of the meeting (see Clause 6.5) shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
6.7.2 Each member of the SCIO is able to attend and speak at any Members' Meeting and shall have one vote, to be exercised only in person in terms of Clause 6.8.
6.7.3 No member may appoint a proxy to attend and vote at a meeting in his or her stead.
6.7.4 In the event of an equal number of votes for and against any resolution, the chairman of the meeting shall have a casting vote as well as any deliberative vote.
6.7.5 The chairman of the meeting may permit any other person or persons to attend a Members' Meeting who otherwise has no right to do so, as an observer or observers. In that event, it shall be at the discretion of the

chairman of the meeting whether any such observer may be invited to speak thereat.

6.7.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

6.8 **Voting at Members' Meetings – Special Resolutions**

6.8.1 At any Members' Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions, which shall require to be decided upon by not less than two-thirds of the Trustees as members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting), namely:

(a) to alter the name of the SCIO; or
(b) to amend the Charitable Purposes; or
(c) to amend this Constitution; or
(d) to wind up the SCIO in terms of Clause 19; or
(e) to amend the maximum number of Trustees in terms of Clause 7.4; or
(f) to purchase or sell any heritable property owned by the SCIO or any of its subsidiaries and to purchase any heritable property wherever situated; or
(g) to form, acquire or dispose of any subsidiary; or
(h) to acquire or dispose, whether by the SCIO or by any of its subsidiaries, of any shares of any other company or the participation or cessation of participation by the SCIO or by any of its subsidiaries in any formal trust or joint venture; or
(i) to create or issue or allow to come into being any mortgage, security, charge or other encumbrance upon any part or parts of the property or assets of the SCIO or to obtain any advance or credit in any form other than normal trade credit, or to create or issue by any subsidiary of any debenture or loan stock; or
(j) to grant any guarantee or indemnity to any party, other than any wholly-owned subsidiary of the SCIO; or
(k) all other Special Resolutions.

6.8.2 An ordinary resolution to be proposed at a Members' Meeting may be amended if:

(a) written notice of the proposed amendment is received by the SCIO from a member entitled to vote thereat not less than 48 hours before the time appointed for the holding of the meeting or adjourned meeting; and
(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

6.8.3 A Special Resolution to be proposed at a Members' Meeting may be amended if:

(a) the chairman of the meeting proposes the amendment at the Members' Meeting at which the Special Resolution is to be proposed; and
(b) the amendment does not go beyond what is necessary to correct a grammatical, interpretative or other non-substantive error in the Special Resolution.

6.8.4 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

6.9 **Voting – Written Resolutions**

6.9.1 Ordinary and Special Resolutions may be passed in writing, rather than at a Members' Meeting, provided that the terms of this Clause are followed.

6.9.2 An ordinary resolution in writing signed by or on behalf of a simple majority of all the members shall be as valid and effective as if the same had been passed at a Members' Meeting of the SCIO duly convened and held, provided that the terms of this Clause are followed.

6.9.3 A Special Resolution in writing signed by or on behalf of not less than two-thirds of all the members shall be as valid and effective as if the same had been passed at a Members' Meeting of the SCIO duly convened and held, provided that the terms of this Clause are followed.

6.9.4 Written resolutions may not be used either for the removal of a Trustee prior to the expiration of his or her term of office, or for the removal of an independent financial examiner prior to the expiration of his or her term of office.

6.9.5 Any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by fax or e-mail), or by means of a website at the same time, to all members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the members).

6.9.6 Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more members.

6.9.7 Once a member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.

7 THE BOARD OF TRUSTEES

7.1 The strategy and affairs of the SCIO shall be directed and managed by a Board of Trustees elected in terms of Clause 8. The Board may exercise all such powers of the SCIO, and do on behalf of the SCIO all acts as may be exercised and done by the SCIO, other than those required to be exercised or done by the members in Members' Meeting, and subject always to this Constitution.

7.2 **Delegation**

7.2.1 The Board may delegate any of its powers to any sub-committee or persons or person, by such means, to such an extent and on such terms and conditions as it thinks fit, and may at any time revoke such delegation, in whole or in part, or alter such terms and conditions. If the Board so specifies, any such delegation may authorise further delegation of the Board's powers by any sub-committee or persons or person to whom they are delegated.

7.2.2 Any sub-committee so formed or persons or person to whom delegation of powers is made in terms of Clause 7.2.1 shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board.

7.2.3 In the case of delegation to any one or more sub-committees, each shall consist of not less than one Trustee and such other person or persons as the Board thinks fit or which it delegates to the committee to appoint. The meetings and proceedings of any such sub-committee shall be governed by the provisions of this Constitution for regulating the meetings and proceedings of the Board so far as applicable (and, without prejudice to that generality including Clauses 12.4.5 and 12.6) and so far as the same shall not be amended or superseded by

any specific regulations made by the Board for all or any sub-committees. A sub-committee may invite or allow any person to attend and speak, but not to vote, at any of its meetings. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Trustees.

7.2.4 Unless expressly part of such delegation, no decision of any such sub-committee, persons or person shall bind the Board.

7.3 **Number of Trustees**

7.3.1 The number of Trustees shall not be fewer than three and, unless otherwise determined by special resolution at a Members' Meeting (but not retrospectively), not more than nine.

7.3.2 The Board may act notwithstanding any vacancy in it, but where the number of Trustees falls below the minimum number specified in this Clause, it may only do so for the purpose of appointing sufficient Trustees to match or exceed that minimum.

8 TRUSTEES

8.1 **Composition of Board**

8.1.1 At the incorporation of the SCIO, the Applicants shall form the Board of Trustees.

8.1.2 The Board shall at any time thereafter elect new or additional Trustees as required from time to time, provided that the maximum number expressed in Clause 7.3.1 is not exceeded.

8.2 **Retiral and Deemed Retiral of Trustees**

Any Trustee must cease to be a Trustee in any one or more of the following events:

8.2.1 if he or she is prohibited from being a charity trustee by virtue of section 69(2) of the Charities Act; or

8.2.2 if, in terms of section 66(5) of the Charities Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the Charities Act, such Trustee being entitled to be heard prior to the Board taking a decision; or

8.2.3 if he or she holds any office of profit or is employed by the SCIO (except where the provisions of Clause 10.4 shall apply); or

8.2.4 if he or she has a significant conflict of interest which the Board considers has and is likely to continue to undermine his or her ability to act impartially as a Trustee; or

8.2.5 if he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity, as certified if necessary by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or

8.2.6 if he or she is absent (without permission) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or

8.2.7 if by notice in writing to the Principal Office he or she resigns his or her office as a Trustee.

8.3 **Register of Trustees**

8.3.1 The Board shall maintain a Register of Trustees, setting out the following details of each Trustee, namely, name, address, date of appointment and any offices held.

8.3.2 Where a Trustee is not a natural person, the following details shall be included on the Register, namely, name, any other name by which it is known, any offices held, its principal contact, its principal address, its charity number (if applicable) and its company number (if applicable).

8.3.3 Where a Trustee is appointed by OSCR, in terms of section 70A of the Charities Act, this fact must be stated on the Register.

8.3.4 The Register must provide the following details of each former Trustee for at least six years after cessation of trusteeship, namely name, any offices held and date of cessation of trusteeship.

8.3.5 The Register of Trustees is open to all Trustees of the SCIO, but Trustees' addresses (or any of them) can be kept confidential by the SCIO only where the information is request by a member of the public.

8.3.6 Changes to the Register must be made within twenty-eight days of the SCIO receiving notice of any change.

8.3.7 If an individual requests the SCIO to provide a copy of its Register of Trustees, he or she is, if the request is reasonable, entitled to be given a copy within twenty-eight days. The SCIO may not charge for doing so. The SCIO can omit all or any of its Trustees' addresses in its response to a request.

9 CHAIRMAN AND VICE-CHAIRMAN

The Board shall meet as soon as practicable immediately after each AMM to appoint both a Chairman and, if desired, a Vice-Chairman of the SCIO from the Board.

10 CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND TRUSTEES

10.1 The income and property of the SCIO shall be applied solely towards promoting the Charitable Purposes.

10.2 No part of the income or property of the SCIO shall be paid or transferred (directly or indirectly) to the Trustees of the SCIO, whether by way of dividend, bonus or otherwise, except where such Trustees are in receipt of income or property of the SCIO as a beneficiary of the SCIO in terms of the Charitable Purposes.

10.3 No Trustee shall be appointed as a paid employee of the SCIO.

10.4 No benefit (whether in money or in kind) shall be given by the SCIO to any Trustee except the possibility of:

10.4.1 repayment of out-of-pocket expenses to Trustees (subject to prior agreement by the Board); or

10.4.2 reasonable remuneration to any Trustees in return for specific services actually rendered to the SCIO (not being of a management nature normally carried out by a director of a company); or

10.4.3 payment of interest at a rate not exceeding the commercial rate on money lent to the SCIO by any Trustee; or

10.4.4 payment of rent at a rate not exceeding the open market rent for property let to the SCIO by any Trustee; or

10.4.5 the purchase of property from any Trustee provided that such purchase is at or below market value or the sale of property to any Trustee provided that such sale is at or above market value; or

10.4.6 payment to one or more Trustees by way of any indemnity where appropriate.

11 CONFLICTS OF INTERESTS

11.1 Any Trustee and/or employee who has a personal interest (as defined in Clause 11.2) in any prospective or actual contract or other arrangement with the SCIO must declare that interest either generally to the Board or specifically at any relevant meeting of the SCIO. Where such an interest arises, the provisions within Clause 11.3 shall apply.

11.2 A personal interest includes the following interests:

11.2.1 those of the Trustee or employee in question;

11.2.2 those of his or her partner or close relative;

11.2.3 those of any business associate;

11.2.4 those of any firm of which he or she is a partner or employee;

11.2.5 those of any limited company of which he or she is a director, employee or shareholder of more than 5% of the equity; and

11.2.6 those of any person or organisation responsible for his or her appointment as a Trustee.

11.3.1 Whenever a Trustee finds that there is a personal interest, as defined in Clause 11.2, he or she has a duty to declare this to the Board meeting in question. In that event, in order to avoid a material conflict of interest arising, the Trustee in question cannot partake in discussions or decisions relating to such matter.

11.3.2 It shall be for the chairman of the meeting in question (or if it be the chairman of the meeting who is potentially or actually conflicted, it shall be for the other Trustees present) to determine whether the Trustee in question should at the least be required to be absent during that particular element of the meeting. In terms of Clause 12.1, where a Trustee leaves, or is required to leave, the meeting in question, he or she no longer forms part of the quorum thereat.

11.3.3 The Board may at any time resolve, but without taking a specific vote on the matter, to authorise any Trustee to continue acting where a real or potential conflict of interest exists in relation to a personal interest of that Trustee, but where it considers that the interests of the SCIO have not been nor are likely to be prejudiced as a result. The Trustee in question cannot be considered as part of the quorum for that part of any Board meeting giving consideration to this authorisation.

11.3.4 The Board may resolve at any time to require all Trustees and employees to deliver a Notice of Relevant Interests to the Principal Office (or elsewhere as it may determine), as they arise and at least annually. In that event, the Board shall determine from time to time what additional interests to those listed in Clause 11.2, if any, shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained.

11.3.5 If existing, the Register of Interests shall be open for inspection by both the Board and members of the SCIO and, with the express prior written approval of the Trustee or employee concerned, by members of the public.

12 BOARD MEETINGS

12.1 **Quorum**

12.1.1 The quorum for Board meetings shall be not less than 50% of all the Trustees. No business shall be dealt with at a Board meeting unless a quorum is present.

12.1.2 A Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.

12.2 **Convening Board Meetings**

12.2.1 Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.

12.2.2 Not less than 14 clear days' notice in writing shall be given of any meeting of the Board at which a decision is to be made in relation to any matter requiring to be decided by Special Resolution (as listed in Clause 6.8), which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided. All other Board meetings shall require not less than 7 days' prior notice, unless all Trustees agree unanimously in writing to dispense with such notice on any specific occasion.

12.2.3 A Trustee may at any time, summon a meeting of the Board by notice served upon all Trustees, to take place at a reasonably convenient time and date.

12.3 **Chairman of Board Meeting**

The Chairman, whom failing the Vice-Chairman (if any), shall be entitled to preside as chairman of all Board meetings at which he or she shall be present. If at any meeting neither the Chairman nor the Vice-Chairman is present and willing to act as chairman of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Trustees may appoint one of the Trustees to be chairman of the Board meeting, which failing the meeting shall be adjourned until a time when the Chairman or Vice-Chairman will be available.

12.4 **Voting at Board Meetings**

12.4.1 The chairman of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, on a show of hands only, each Trustee present having one vote.

12.4.2 All decisions of the Board shall be by a simple majority at any meeting which is quorate at the time the decision is taken.

12.4.3 The decisions requiring a Special Resolution (listed in Clause 6.8.1) cannot be taken by the Trustees alone, but must be taken also by the members in Members' Meeting in terms of Clause 6.8.1 and only thereafter acted upon by the Board as directed by the members.

12.4.4 In the event of an equal number of votes for and against any resolution at a Board meeting, the chairman of the meeting shall have a casting vote as well as a deliberative vote.

12.4.5 A resolution in writing (whether one single document signed by all or a sufficient majority of the Trustees or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Trustees or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

12.5 **Observers**

The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board.

12.6 **Minutes**

The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all Members' Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after

approval, either by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes shall be retained for at least 10 years.

12.7 **Validation**

12.7.1 All acts *bona fide* done by any Board meeting, or of any sub-committee, or by any person acting as a Trustee shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee.

12.7.2 No alteration of this Constitution and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

12.8 **Ancillary Regulations**

The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to this Constitution, as it deems necessary and appropriate to provide additional explanation, guidance and governance to themselves, members, employees, stakeholders and/or others.

13 MINUTE SECRETARY, TREASURER & PRINCIPAL OFFICER

13.1 **Minute Secretary**

The Board may appoint a Minute Secretary, for the purposes of Clause 12.6, for such term and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time, subject to the terms of any prevailing contract. The Board may award an annual salary, honorarium or other appropriate fee to the Minute Secretary at its discretion, but can only do so if the Minute Secretary is not a Trustee.

13.2 **Treasurer**

(a) The Board may appoint a Treasurer for such term and upon such conditions as it may think fit.

(b) If the Treasurer is unpaid, he or she may also be a Trustee, and if so he or she would have a vote as a Trustee at any Board meeting which he or she attends.

(c) If the Treasurer is to be paid an annual salary, honorarium or other appropriate fee at the Board's discretion, he or she cannot also be a Trustee.

(d) If the Treasurer is not a Trustee, he or she may be required by the Board to attend (but shall have no vote at) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wish to keep confidential to itself.

(e) The Treasurer may be removed by the Board at any time, subject to the terms of any prevailing contract.

13.3 **Principal Officer**

The Board may appoint a Principal Officer of the SCIO on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but who shall not be a Trustee and, for the avoidance of doubt, will have no vote thereat.

14 HONORARY PATRON(S)

The members in Members' Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the SCIO, to be appointed either for such fixed period (usually of five years) as those Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons would be entitled to notice of all Members' Meetings and to attend and contribute to discussion but not vote thereat.

15 FINANCES AND ACCOUNTS

15.1 **Bank Accounts**
The banking account or accounts of the SCIO shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time determine.

15.2 **Cheques etc.**
All cheques and other negotiable instruments, and all receipts for monies paid to the SCIO, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

15.3 The Board shall ensure that all funds and assets of the SCIO are applied towards achieving the Charitable Purposes.

15.4. **Accounting Records**
The Board shall cause accounting records to be kept in accordance with the requirements of the relevant regulations.

15.5 The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board shall think fit and shall always be open to the inspection of the Trustees. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the SCIO or any of them shall be open to the inspection of the members of the SCIO.

15.6 **Independent Financial Examiner**
For every financial period, the accounts of the SCIO shall be examined by an independent financial examiner, who shall be appointed by the Board on the direction of members in Members' Meeting.

15.7 **Accounts**
At or before each AMM, or otherwise after the Accounts have been approved by the Board, it shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date or (in the case of the first account since the incorporation of the SCIO). The accounts shall be accompanied by proper reports of the Board and the independent financial examiner. As an alternative, the Accounts may be available for inspection on the website of the SCIO (with all members, Trustees and the independent financial examiner being made aware that they are so available for inspection there).

16 NOTICES

16.1. A notice may be served by the SCIO upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Trustees.

16.2 Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise dispatched.

16.3 A member present at any meeting of the SCIO shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

16.4 The business of the SCIO and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the SCIO where the SCIO has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet.

17 INDEMNITY

Without prejudice to any other indemnity, the Trustees, or member of any sub-committee, the Treasurer and all employees of the SCIO shall be indemnified out of the funds of the SCIO against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the SCIO and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.

18 ALTERATION OF CONSTITUTION

Subject to the terms of Clause 6.8.1, no alteration in this Constitution may at any time be made unless by the decision of not less than two-thirds of the members present and voting at a Members' Meeting called specifically (but not necessarily exclusively) for the purpose.

19 WINDING UP

19.1 The winding-up of the SCIO may take place only:

19.1.1 on the decision of not less than two-thirds of its Trustees as members who are present and voting at a Board Meeting called specifically (but not necessarily exclusively) for the purpose in terms of Clause 12.2.2; and

19.1.2 in accordance with the procedures set out in the Charities Act and relative Regulations (currently the Scottish Charitable Incorporated Organisation (Removal from Register and Dissolution) Regulations 2011.

19.2 If, on the winding-up of the SCIO, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.

19.3 The charity or charities to which the property is to be transferred in terms of Clause 19.2 shall be determined on the decision of not less than two-thirds of the Trustees

who are present and voting at a Board Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by Sheriff of Tayside, Central and Fife at Stirling (or any successor thereto), whose decision shall be final and binding upon the SCIO.

19.4 The members of the SCIO are not liable to contribute to the assets of the SCIO upon its winding up.

Annexation

Schedule Powers

Schedule

Powers available to the SCIO

Further to Clause 3.2, notwithstanding the terms of section 50(5) of the Charities Act (which states that the SCIO shall have power to do anything which is calculated to further the Charitable Purposes or is conducive or incidental to doing so) and without prejudice to the foregoing generality, the SCIO shall also have the following powers (but only in furtherance of the Charitable Purposes) and declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal, namely:

1 General

1.1 to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the SCIO to achieve the Charitable Purposes;

1.2 to provide advice, consultancy, training, tuition, expertise and assistance;

1.3 to promote and carry out research, surveys and investigations and develop initiatives, projects and programmes;

1.4 to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;

2 Property

2.1 to purchase, take on lease, hire, or otherwise acquire any property suitable for the SCIO and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the SCIO's property;

2.2 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the SCIO;

2.3 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;

3 Employment

3.1 to employ, contract with, train and pay such staff (whether employed or self-employed or external contractors) as are considered appropriate for the proper conduct of the activities of the SCIO;

4 Funding and Financial

4.1 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the SCIO;

4.2 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust;

4.3 to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the SCIO and/or in support of any obligations undertaken by the SCIO;

4.4 to set aside funds not immediately required as a reserve or for specific purposes;

4.5 to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the SCIO in such investments as may be considered appropriate and to dispose of, and vary, such investments;

4.6 to make grants or loans of money and to give guarantees;

4.7 to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the Financial Conduct Authority (or its successors) and to delegate to any such manager the exercise of all or any of its powers of investment on such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the SCIO in nominee names, but subject always to the provisions of the Charities Act;

5 Development

5.1 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Charitable Purposes;

5.2 to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;

5.3 to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the SCIO and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity;

5.4 to enter into contracts to provide services to or on behalf of others;

6 Insurance and Protection

6.1 to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);

6.2 to oppose, or object to, any application or proceedings which may prejudice the interests of the SCIO**;**

7 Ancillary

7.1 to pay the costs of forming the SCIO and its subsequent development;

7.2 to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and

7.3 to do anything which is calculated to further its Charitable Purposes or is conducive or incidental to doing so.